



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS MARCH 24, 2015 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 1-2/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider authorizing the City Manager to apply to the Texas Department of Housing and Community Affairs for Emergency Solutions Grant funds
2. Consider a resolution approving the renewal of an annual maintenance agreement from SunGard Public Sector for use by Police, Fire and EMS

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

EXECUTIVE SESSION

- * Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

United States of America vs. City of Beaumont, Texas

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

March 24, 2015

Consider authorizing the City Manager to apply to the Texas Department of Housing and Community Affairs for Emergency Solutions Grant funds



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: March 24, 2015

REQUESTED ACTION: Council authorize the City Manager to apply to the Texas Department of Housing and Community Affairs (TDHCA) for Emergency Solutions Grant (ESG) funds.

BACKGROUND

Given the extent of the homeless problem within our community, we are recommending that an application be made to the Texas Department of Housing and Community Affairs (TDHCA) for Emergency Solution Grant funds. As the lead agency under the application, the City would accept applications from various local providers, to act as sub-recipients of the program, providing services directly to the homeless.

This competitive process would be similar to the recently-administered Homeless Prevention and Rapid Rehousing (HPRP) Program that the City administered over the last two years. If awarded, a call for applications will be made and submitted to the Community Development Advisory Committee for consideration and recommendation to City Council for final award. We expect the grant amount to be \$266,735.

FUNDING SOURCE

U.S. Department of Housing and Urban Development (HUD), administered through the Texas Department of Housing and Community Affairs (TDHCA).

RECOMMENDATION

Approval of resolution

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to apply for funding in an amount up to \$266,735 in Emergency Solutions Grant (ESG) funding through the Texas Department of Housing and Community Affairs (TDHCA) to provide services for the homeless.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 24th day of March, 2015.

- Mayor Becky Ames -

March 24, 2015

Consider a resolution approving the renewal of an annual maintenance agreement from SunGard Public Sector for use by Police, Fire and EMS



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Bart Bartkowiak, Chief Technology Officer BB

MEETING DATE: March 24, 2015

REQUESTED ACTION: Council consider a resolution for the renewal of an annual maintenance agreement from SunGard Public Sector in the amount of \$233,531.58 for use by Police, Fire, and EMS.

BACKGROUND

SunGard Public Sector software is used by Police, Fire, and EMS for dispatching of emergency personnel, records management for Police, miscellaneous reporting, case management, and numerous other essential functions for Public Safety. This purchase is exempt from competitive bidding since it is available from only one (1) source having exclusive rights to modify and maintain the software. The software maintenance agreement provides twenty-four/seven unlimited telephone support for 911 dispatching; Monday – Friday, 8 – 5 support for mobile computers, electronic field reporting, and all records management applications, and provides annual software upgrades.

This agreement is for an annual period beginning January 2015.

FUNDING SOURCE

General Fund – Information Technology and Confiscated Goods – Police.

RECOMMENDATION

Approval of resolution.

SUNGARD' PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	93119	19/Dec/2014	1 of 8

Bill To: City of Beaumont (OSSI)
801 Main Street, Suite 350
BEAUMONT, TX 77701
United States
Attn: Angela Wright 409-880-3189

Ship To: City of Beaumont (OSSI)
801 Main Street, Suite 350
BEAUMONT, TX 77701
United States
Attn: Angela Wright 409-880-3189

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5650LG	City of Beaumont (OSSI)		USD	NET30	18/Jan/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 070720				
43	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	172.27	172.27
44	OSSI Mobile Client Maps Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	34.63	34.63
45	OSSI CAD Client AVL License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	25.97	25.97
46	OSSI License of Incident/Offense Field Reporting Module Client Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	172.27	172.27
47	OSSI - MFR Client - Accident Reporting Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	86.57	86.57
48	OSSI Accident Wizard Workstation License Client Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	25.97	25.97
Contract No. 070754				
50	OSSI - QuarterMaster Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	1,125.40	1,125.40
Contract No. 071211				
51	OSSI Additional CAD Console License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	1,139.47	1,139.47
52	OSSI Additional CAD Map Display Client License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	681.74	681.74
53	OSSI CAD Client AVL License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	389.57	389.57
54	OSSI Client License for Message Switch Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	58.43	58.43
55	OSSI Additional RMS Workstation License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	259.70	259.70
Contract No. 081565				
56	OSSI Animal Control Module	1.00	1,298.54	1,298.54

Page Total 5,470.53

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1 5650LG	City of Beaumont (OSSI)		USD	NET30	18/Jan/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Jan/2015, End: 31/Dec/2015			
57	OSSI RMS Canine Tracking Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	952.27	952.27
58	OSSI Canine Module in MFR Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	4.00	51.94	207.76
Contract No. 090134				
59	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	5.00	292.17	1,460.85
60	OSSI Additional RMS Workstation License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	259.70	259.70
Contract No. 090263				
61	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	292.17	292.17
62	OSSI Additional RMS Workstation License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	259.70	259.70
Contract No. 090481				
63	OSSI Additional RMS Workstation License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	2.00	259.70	519.40
Contract No. 090691				
64	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	172.27	172.27
65	OSSI Mobile Client Maps Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	34.63	34.63
Contract No. 091360				
66	OSSI - Intelligence Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	1,298.54	1,298.54
67	OSSI Police to Police Annual Subscription Fee Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	0.00	0.00
Contract No. 100145				

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1 5650LG	City of Beaumont (OSSI)		USD	NET30	18/Jan/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
68	OSSI Canine Module in MFR Maintenance Start: 01/Jan/2015, End: 31/Dec/2015 Contract No. 100598	1.00	51.94	51.94
69	OSSI Additional RMS Workstation License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015 Contract No. 110227	5.00	259.70	1,298.50
70	OSSI - Link Analysis Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015 Contract No. 110257	1.00	2,164.24	2,164.24
71	OSSI Additional RMS Workstation License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015 Contract No. 111072	1.00	259.70	259.70
73	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Jan/2015, End: 31/Dec/2015 Contract No. 111073	3.00	283.66	850.98
72	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Jan/2015, End: 31/Dec/2015 Contract No. 111285	1.00	283.66	283.66
74	OSSI - MFR Client - MOBLAN Version Maintenance Start: 01/Jan/2015, End: 31/Dec/2015 Contract No. 111295	1.00	84.87	84.87
75	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Jan/2015, End: 31/Dec/2015 Contract No. 111342	3.00	286.44	859.32
78	OSSI Station Toning Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015 Contract No. 111374	1.00	1,380.23	1,380.23
76	OSSI CAD Resource Monitor Display License with Maps Client Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	286.44	286.44
77	OSSI Additional RMS Workstation License	1.00	254.62	254.62

Page Total 7,774.50

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1 5650LG	City of Beaumont (OSSI)		USD	NET30	18/Jan/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
Maintenance Start: 01/Jan/2015, End: 31/Dec/2015				
Contract No. 120018				
79	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	168.68	168.68
80	OSSI Mobile Client Maps Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	33.95	33.95
Contract No. 120173				
81	OSSI Additional RMS Workstation License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	254.62	254.62
Contract No. 120202				
82	OSSI Additional RMS Workstation License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	2.00	254.62	509.24
Contract No. 121203				
84	OSSI - OPS CAD Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	1,153.60	1,153.60
Contract No. 121280				
85	OSSI Sex Offender Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	1,367.84	1,367.84
Contract No. 130100				
86	OSSI Client AVL Mobile License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	2.00	24.72	49.44
87	OSSI Mobile Client Maps Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	2.00	32.96	65.92
88	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	2.00	163.77	327.54
Contract No. 130930				
90	OSSI Additional RMS Workstation License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	240.00	240.00
Contract No. 20051424				
1	OSSI - MFR Client - Base Incident/Offense	108.00	172.27	18,605.16

Page Total 22,775.99

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1 5650LG	City of Beaumont (OSSI)		USD	NET30	18/Jan/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Jan/2015, End: 31/Dec/2015			
2	OSSI Base Computer Aided Dispatch System Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	18,104.92	18,104.92
3	OSSI Additional CAD Console License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	7.00	1,139.47	7,976.29
4	OSSI First CAD Map Display and Map Maintenance Software License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	1,460.86	1,460.86
5	OSSI Additional CAD Map Display Client License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	11.00	681.74	7,499.14
6	OSSI CAD Roster Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	1,266.08	1,266.08
7	OSSI Firehouse RMS Interface Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	1,071.29	1,071.29
8	OSSI - Interface to Zoll Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	1,460.86	1,460.86
9	OSSI - CAD Interface to PowerPhone Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	1,460.86	1,460.86
10	OSSI Client Base Records Management System Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	33,620.12	33,620.12
11	OSSI Basic Accident Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	2,250.81	2,250.81
12	OSSI Accident Wizard Base Server License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	865.69	865.69
13	OSSI Accident Wizard Workstation License Client Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	127.00	25.97	3,298.19
14	OSSI Bar Coding Server License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	432.85	432.85
15	OSSI Bar Coding Hand-Held Client License (Each)	5.00	276.15	1,380.75

Page Total 82,148.71

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1 5650LG	City of Beaumont (OSSI)		USD	NET30	18/Jan/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Jan/2015, End: 31/Dec/2015			
16	OSSI RMS Map Display and Pin Mapping License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	3,462.78	3,462.78
17	OSSI - Additional RMS Workstation Map License Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	52.00	34.63	1,800.76
18	OSSI Notification Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	5,973.29	5,973.29
19	OSSI Property and Evidence Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	952.27	952.27
20	OSSI Pawn Shop/Pawn Watch Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	3,289.63	3,289.63
21	OSSI Training Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	3,289.63	3,289.63
22	OSSI Racial Profiling Module Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	865.69	865.69
23	OSSI Base Mobile Server Software Client Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	1.00	8,180.82	8,180.82
24	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	146.00	172.27	25,151.42
25	OSSI Mobile Client Maps Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	146.00	34.63	5,055.98
26	OSSI - MFR Client - Moblan Version Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	21.00	86.57	1,817.97
27	OSSI - MFR Client - Accident Reporting Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	118.00	86.57	10,215.26
28	OSSI - MFR Client - Racial Profiling Maintenance Start: 01/Jan/2015, End: 31/Dec/2015	108.00	34.63	3,740.04
29	OSSI Review Module for Field Reporting	1.00	6,059.86	6,059.86

Page Total 79,855.40

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No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Jan/2015. End: 31/Dec/2015			
30	OSSI - AVL Server Host License Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	6,817.34	6,817.34
31	OSSI - MCT Client - AVL Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	146.00	25.97	3,791.62
32	OSSI CAD Client AVL License Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	13.00	389.57	5,064.41
33	OSSI - MCT Interface to Firehouse Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	1,460.86	1,460.86
34	OSSI's Integrated Messaging Software Switch Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	3,895.62	3,895.62
35	OSSI - Lan Client License for Message Switch Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	131.00	58.43	7,654.33
36	OSSI - Police 2 Citizen Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	2,164.24	2,164.24
37	CAD Custom Interfaces Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	1,655.64	1,655.64
38	Firehouse Hydrant Modification Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	584.34	584.34
39	RMS Custom Modifications Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	4,328.47	4,328.47
Contract No. 20051424-4				
49	OSSI - Crime Analysis Plus Module Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	3,895.62	3,895.62
Contract No. 20051470-1				
40	OSSI License of Incident/Offense Field Reporting Module Client Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	20.00	172.27	3,445.40
Contract No. 20051470-6				
83	OSSI - CAD Interface to CryWolf	1.00	1,273.08	1,273.08

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1 5650LG	City of Beaumont (OSSI)		USD	NET30	18/Jan/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
Maintenance Start: 01/Jan/2015. End: 31/Dec/2015				
Contract No. 20060874				
41	OSSI Calls for Service Module - 10 Workstation Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	346.28	346.28
42	OSSI E911 Interface Module Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	1,266.08	1,266.08
Contract No. 2011-5721				
89	Zetron FSA/IP Toning Interface Maintenance Start: 01/Jan/2015. End: 31/Dec/2015	1.00	1,648.00	1,648.00

Page Total 3,260.36

Remit Payment To: SunGard Public Sector Inc.
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	252,773.75
Sales Tax	0.00
Invoice Total	252,773.75
Payment Received	19,242.17
Balance Due	233,531.58

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be, and he is hereby, authorized to pay an invoice in the amount of \$233,531.58 to SunGard Public Sector for the renewal of an annual maintenance agreement for Police, Fire and EMS public safety software support beginning January, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 24th day of March, 2015.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS MARCH 24, 2015 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – March 17, 2015
- * Confirmation of committee appointments

Sandra Womack would be reappointed to the Police Department Community Advisory Board. The current term would expire January 10, 2017. (Mayor Becky Ames)

Ava Graves would be reappointed to the Convention and Tourism Advisory Board. The current term would expire January 31, 2017. (Councilmember Bill Sam)

- A) Approve an annual contract with Southern Cement Slurry, Inc., of Porter, for the purchase of cement slurry for road rehabilitation
- B) Approve a change order to the contract with Allco, LLC, related to the South Park Area Water and Sanitary Sewer Improvements Project
- C) Authorize the City Manager to apply for and receive funding from the State of Texas for Inter Library Loan activities for FY 2015
- D) Authorize the City Manager to execute all documents necessary for a Memorandum of Understanding between the City of Beaumont and the City of Houston

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the following reappointments be made:

<u>Reappointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Sandra Womack	Police Department Community Advisory Board	03/24/15	01/10/17
Ava Graves	Convention and Tourism Advisory Board	03/24/15	01/31/17

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 24th day of
March, 2015.

- Mayor Becky Ames -



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: March 24, 2015

REQUESTED ACTION: Council consider a resolution awarding an annual contract to Southern Cement Slurry, Inc., of Porter, Texas, for the purchase of cement slurry for road rehabilitation, in the estimated amount of \$129,000.

BACKGROUND

Bids were requested for an annual contract for cement slurry to be used by the Streets and Drainage Division. Cement slurry is used to stabilize soil in road repair and construction prior to the laying of asphalt. Cement slurry is applied by distributor truck in liquid form.

Four (4) vendors were notified with only Southern Cement Slurry, Inc., responding. The bidder meets all product requirements specified, and has previously held this contract. The City estimates using approximately 600 tons of the product over the term of the contract. Bid price represents an increase of \$36.00 per ton over the previous contract.

Southern Cement Slurry

Description	Qty (Tons)	Unit Price	Total Price
Cement Slurry, Delivered	600	\$215.00	129,000.00

BUDGETARY IMPACT

Capital Program and General Fund-Public Works Department.

RECOMMENDATION

Approval of resolution



TEXAS

CITY OF BEAUMONT ~ PURCHASING DIVISION

R. J. Hollar – Buyer II
409-880-3758
rhollar@ci.beaumont.tx.us

BID TABULATION: Annual Contract for Cement Slurry For Road Rehabilitation

BID No. BF0215-21

OPENING DATE: Thursday, March 12, 2015

Vendor City / State		Southern Cement Slurry Porter, TX	
ITEM	Qty Tons	Unit Price	Total
Cement Slurry	600	\$215.00	\$129,000.00
TOTAL BID			\$129,000.00

No Response: APAC, Transit Mix, Knife River

RESOLUTION NO.

WHEREAS, bids were solicited for an annual contract for the purchase of cement slurry for use by the Public Works Department, Streets and Drainage Division; and,

WHEREAS, Southern Cement Slurry, Inc, of Porter, Texas, submitted a bid in the amount of \$215 per ton for an estimated cost of \$129,000; and,

WHEREAS, City Council is of the opinion that the bid submitted by Southern Cement Slurry, Inc., of Porter, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by Southern Cement Slurry, Inc., of Porter, Texas, for an annual contract for the purchase of cement slurry for use by the Public Works Department, Streets and Drainage Division, in the amount of \$215 per ton for an estimated cost of \$129,000 be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Southern Cement Slurry, Inc. for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 24th day of March, 2015.

- Mayor Becky Ames -



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Amalia Villarreal, P.E., City Utilities Engineer

MEETING DATE: March 24, 2015

REQUESTED ACTION: Council consider a resolution approving a change order to the contract with Allco, LLC, related to the South Park Area Water and Sanitary Sewer Improvements Project.

BACKGROUND

The City Council approved a contract with Allco, LLC, of Beaumont on June 4, 2013 in the amount of \$1,407,669.35. The contract follows along the current South Park Drainage Project to replace or relocate the existing water and sanitary sewer mains.

The proposed change order will increase the contract amount by \$17,704.00 to replace approximately 300 linear feet of 6-inch water line and related appurtenances on Woodrow Street from Grandberry Avenue to Sullivan Street. The original plans excluded this section since the water line location did not interfere with the proposed drainage project. However, the load from the heavy construction equipment has caused repeated breaks to the line requiring its replacement and relocation.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of the resolution.

APPROVAL OF CONTRACT CHANGE

CHANGE ORDER No. Two (2)
Date: 3/24/2015

PROJECT: City of Beaumont, Texas
South Park Area Water and Sanitary Sewer Improvements

OWNER: City of Beaumont, Texas
801 Main Street
Beaumont, Texas 77704

CONTRACTOR: Allco
PO Box 3684
Beaumont, Texas 77704

TO THE OWNER: Approval of the following contract change is requested.

Reason for Change: Replace approximately 300 LF of existing 6" water line on Woodrow Street from Grandberry Avenue to Sullivan Street. The original plans excluded this section since the water line location did not interfere with the proposed drainage project. However, the load from the heavy construction equipment has caused repeated breaks to the line requiring its replacement and relocation.

ORIGINAL CONTRACT AMOUNT: \$ 1,407,669.35

CHANGE ORDER No. 1 \$ 12,226.00

THIS CHANGE ORDER

Description: Net Change

Add:

Bid Item 20 - 300 L.F. 6" PVC C-900 Water Line	\$	12,474.00
Bid Item 23 - 4 EA. 6" 45-Deg Bends	\$	580.00
Bid Item 48 - 2 EA. 1" Short Side Water Service Connection	\$	950.00
Bid Item 55 - 1 EA. Fire Hydrant Assembly	\$	3,700.00

TOTAL AMOUNT OF THIS CHANGE ORDER \$ 17,704.00

TOTAL REVISED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER: \$ 1,437,599.35

CONTRACT TIME

Original Contract Time:	270	Calendar Days
Additional Time requested for This Change Order	0	Calendar Days

Revised Contract Time per this Change Order:	270	Calendar Days
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CONDITION OF CHANGE:

"Contractor acknowledges and agrees that the adjustments in contract price and contract time stipulated in this Change Order represents full compensation for all increases and decreases in the cost of, and the time required to perform the entire work under the Contract arising directly or indirectly from this Change Order and all previous Change Orders. Acceptance of this waiver constitutes an agreement between Owner and Contractor that the Change Order represents an all inclusive, mutually agreed upon adjustment to the Contract, and that Contractor will waive all rights to file a claim on this Change Order after it is properly executed."

Recommended by:

Approved by:

Accepted by:

City of Beaumont
City Utilities Engineer

City of Beaumont
Owner

Allco, Ltd.
Contractor

Date: _____

Date: _____

Date: _____

RESOLUTION NO.

WHEREAS, on June 4, 2013, the City Council of the City of Beaumont, Texas passed Resolution No. 13-122 awarding a contract in the amount of \$1,407,669.35 to Allco, Ltd., of Beaumont, Texas, for the South Park Area Water and Sanitary Sewer Improvement Project; and,

WHEREAS, on April 15, 2014, the City Council of the City of Beaumont, Texas passed Resolution No. 14-077 authorizing the City Manager to execute Change Order No. 1, in the amount of \$12,226, to replace approximately 541 linear feet of existing 6" diameter concrete sanitary sewer line by direct bury method rather than pipebursting the line in place, thereby increasing the contract amount to \$1,419,895.35; and,

WHEREAS, Change Order No. 2, in the amount of \$17,704, is required to replace approximately 300 linear feet of 6" water line and related appurtenances on Woodrow Street from Grandberry Avenue to Sullivan Street, thereby increasing the contract amount to \$1,437,599.35;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Manager be and he is hereby authorized to execute Change Order No. 2, in the amount of \$17,704, for additional work described above, thereby increasing the contract amount to \$1,437,599.35 for the South Park Area Water and Sanitary Sewer Improvement Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 24th day of
March, 2015.

- Mayor Becky Ames -



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Bart Bartkowiak, Chief Technology Officer

MEETING DATE: March 24, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to apply for and receive funding from the State of Texas for Inter Library Loan activities for FY 2015.

BACKGROUND

The Beaumont Public Library System, in coordination with the Texas State Library and Archives Commission, provides Inter Library Loan Materials to other libraries through a computerized lending system called Navigator. Each year the library system provides more lends to the system, which are called “net lends”, than it requests. The Library System is eligible for a funding reimbursement of \$4.48 for each net lend. Also eligible for reimbursement are costs associated with running the ILL program for the Library System. These can include courier service charges, postal expenses, shipping material costs, as well as other identifiable expenses.

All requests for funds will be calculated and due to the State by September 31, 2015 with the disbursement of funds coming 4-6 weeks after that date.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to apply for and receive funding for the City of Beaumont through the Texas State Library and Archives Commission, FY 2015 Interlibrary Loan Lending Reimbursement Program for reimbursement of net lends of interlibrary loan materials through Navigator (the computerized lending system) and direct, out-of-pocket costs associated with participating in statewide resource sharing.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 24th day of March, 2015.

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: March 24, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary for a Memorandum of Understanding between the City of Beaumont and the City of Houston.

BACKGROUND

The goal of this Memorandum of Understanding (MOU) is to enable local health departments in Southeast Texas to share information about patterns and risk-exposures of food borne illnesses in times of outbreaks. This database will be managed by the City of Houston's Health Department. All confidentiality and security standards for infectious diseases will be in place with applicable local, state, and federal laws and regulations. This MOU shall be effective from the date of Countersignature by the City Controller herein and shall remain in full force and effect until terminated by either party.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and the City of Houston, through Houston Department of Health and Human Services (HDHHS), for data sharing of Pulsed-Field Gel Electrophoresis (PFGE) Database to enable local health departments in Southeast Texas to share information about patterns and risk-exposures of food borne illnesses in times of outbreaks. The Memorandum of Understanding is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 24th day of March, 2015.

- Mayor Becky Ames -

**MEMORANDUM OF UNDERSTANDING
FOR DATA SHARING
BETWEEN
CITY OF BEAUMONT
AND
THE CITY OF HOUSTON, TEXAS**

This Memorandum of Understanding (MOU) For Data Sharing of Pulsed-Field Gel Electrophoresis (PFGE) Database is made between City of Beaumont on behalf of the Beaumont Public Health Department (LHD), and the City of Houston, Texas ("the City"), a home-rule city of the State of Texas, acting by and through its Houston Department of Health and Human Services ("HDHHS").

Purpose: The goal of this MOU is to enable the City and Local Health Departments in Southeast Texas to share Pulsed-Field Gel Electrophoresis (PFGE) patterns and risk exposure information regarding multi-jurisdictional cases in PFGE clusters for the detection and mitigation of bacteria outbreaks, including but not limited to, *Salmonella*, *Shigella*, *Shiga Toxin E coli* and *Listeria*.

The parties shall:

1. Work with each other to resolve issues related to the PFGE database.
2. Adhere to confidentiality and security standards for infectious diseases in accordance with applicable local, state and federal laws and regulations.

Furthermore, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

A. SERVICES TO BE PROVIDED BY HDHHS:

HDHHS is required to:

- 1) Identify cases of *Salmonella*, *Shigella*, *Shiga Toxin E coli* and *Listeria* that are in local PFGE clusters and PulseNet PFGE clusters and share information with LHD as well as other LHDs in Southeast Texas.
- 2) Allow LHD to have access to regional PFGE database via a secure portal to enter exposure and other pertinent information.
- 3) HDHHS will provide to LHD regional PFGE database based on a questionnaire designed to capture data elements from HDHHS' multipage standard salmonellosis interview form.

- 4) HDHHS will provide a means to export data for cases in PFGE clusters from the regional PFGE database into an Excel spreadsheet to be utilized by any LHD to analyze the PFGE cluster.
- 5) HDHHS will provide training, through a teleconference or in-house training, necessary to enable LHD to access the data and to enter data into the database. The frequency of these trainings will be determined based on needs.

B. SERVICES TO BE PROVIDED BY LHD:

- 1) Enter data obtained from interviewing *Salmonella* cases in LHD's jurisdiction cases in PFGE clusters by filling out HDHHS' multipage standard interview form which will go into the regional PFGE database.
- 2) Analyze PFGE clusters. If LHD has the highest number of cases in a PFGE cluster, then LHD will take leadership of the cluster investigation or make other arrangements by consensus.

C. TERM OF MOU

This MOU shall be effective from the date of Countersignature by the City Controller herein and shall remain in full force and effect until terminated by either party as provided in the Termination Section of this MOU.

D. TERMINATION

This MOU may be terminated at any time by either party upon seven-day written notice of termination to the other party.

E. NOTICES

All notices to either Party to the MOU must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given at its address given for notices or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

To LHD:

Beaumont Public Health Department
PO Box 3827
Beaumont, TX 77704-3827
Attention: Sherry Ulmer, RN, Director

To City:

Houston Department of Health and Human Services
8000 N. Stadium Drive
Houston, Texas 77054-1823
Attention: Director

F. NO PERSONAL LIABILITY AND NO THIRD PARTY BENEFICIARY

Nothing in this MOU may be construed as creating any personal liability on the part of any officer, director, employee or agent of any public body that may be a Party to this MOU and the Parties expressly agree that the execution of this MOU does not create any personal liability on the part of any officer, director, employee or agent of City or LHD.

Neither LHD nor City waive or relinquish any governmental immunities or defenses on behalf of it and its trustees, officers, employees, or agents as a result of the execution of this MOU and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee or representative of LHD or City.

These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this MOU. No provisions shall be deemed a waiver of any defenses available by law.

G. GOVERNING LAW AND VENUE

This MOU is governed in all respects by the laws and Constitution of the State of Texas. Exclusive venue is in Harris County, Texas.

H. RELATIONSHIP OF THE PARTIES

This MOU is not intended to and shall not create a partnership, joint venture or joint enterprise among the Parties. It is understood and agreed by the Parties that the personnel of one Party shall not be considered employees, agents, partners, joint venturers, or servants of any other Party to this MOU. The Parties are undertaking governmental functions or services under this MOU and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this MOU shall control the direction, details and management of such work.

I. COMPLIANCE WITH OTHER LAWS

The Parties shall observe and comply with all federal, state, and local laws, rules, ordinances, and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this MOU.

J. LIMIT OF APPROPRIATION.

The City has not appropriated any funds to pay for services under this MOU and has no obligation to make any payments hereunder.

K. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed by their authorized representatives herein.

City of Beaumont

WITNESS/SEAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Director, Houston Department of
Health & Human Services

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Sr. Assistant City Attorney
L.D. File No. _____
